



April 1, 2006

Dear Sir/Madam:

The National Library of Medicine (NLM) invites you to submit a quotation in accordance with the requirements and instructions of Request for Quotations (RFQ) No. NLM-06-097/RHW entitled "AIDS Community Information Outreach Project 2006." The RFQ includes all the necessary information required for the submission of a quotation for this acquisition.

Questions concerning any areas of uncertainty, which in your opinion require clarification or correction on the part of NLM, must be furnished in writing to Robin Hope-Williams, and marked Offeror's Questions, RFQ No. NLM-06-097/RHW. You are requested to submit (preferably via "e-mail") your questions to rhwilli@mail.nih.gov. Any discussion of this RFQ with any individual(s) outside of the Office of Acquisitions, NLM, may result in disqualification of the offeror and rejection of any quotation submitted.

One (1) original and five (5) copies of your quotation must be received no later than 2:00 pm (local prevailing time) on Friday, June 16, 2006 at the following address:

Office of Acquisitions
National Library of Medicine
Building 38A, Room B1N20
8600 Rockville Pike
Rockville, MD 20894

Please share this solicitation information with your colleagues and others in your community. Further information about NLM's HIV/AIDS Information Outreach and previously funded AIDS Community Information Outreach projects can be found on the NLM website at <http://www.sis.nlm.nih.gov/HIV/HIVOutProj.html>.

Sincerely,

Robin Hope-Williams
Contracting Officer
Office of Acquisitions

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS-SMALL PURCHASE SET-ASIDE (52.219-4)		PAGE <u>1</u> OF <u>1</u> PAGES
1. REQUEST NO. RFQ No. NLM-06-097/RHW	2. DATE ISSUED 04/01/06	3. REQUISITION/PURCHASE REQUEST NO. REQ60008	4. CERT. FOR NAT. DEF. UNDER BDSA REG.2 AND/OR DMS REG.1 <	RATING
5A. ISSUED BY Office of Acquisitions National Library of Medicine 8600 Rockville Pike, Bldg. 38A, Rm. B1N20 Rockville, Maryland 20894			6. DELIVER BY (Date)	
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) Robin Hope-Williams, (301) 496-6546 rhwilli@mail.nih.gov			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code)	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) 06/16/06 2:00 P.M.		11. BUSINESS CLASSIFICATION (Check appropriate boxes) a. STANDARD INDUSTRIAL CLASSIFICATION CODE _____ b. SMALL BUSINESS SIZE STANDARD <input type="checkbox"/> SMALL <input type="checkbox"/> OTHER THAN SMALL <input type="checkbox"/> DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTIT Y (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	PROFESSIONAL SERVICES: It is the intent of the National Library of Medicine to procure services to design and conduct projects that will improve access to HIV/AIDS-related information by patients, the affected community, and their care givers. PERIOD OF PERFORMANCE: 09/30/06 - 03/31/08 See Attached Statement of Work				
13. DISCOUNT FOR PROMPT PAYMENT <	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	

NOTE: Additional provisions and representations ☐ are ☐ are not attached.

14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)

**NATIONAL LIBRARY OF MEDICINE
REQUEST FOR QUOTATIONS (RFQ) NO. NLM-06-097/RHW**

“AIDS Community Information Outreach Project 2006”

(Dated: 3/31/06)

INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTERS

A. GENERAL INFORMATION

1. PURPOSE

This RFQ solicits quotations to procure professional services to design and conduct outreach projects that will improve access to HIV/AIDS related health information by patients, the affected community, their caregivers and the general public.

2. BACKGROUND

See attached Statement of Work.

3. NAICS CODE AND SIZE STANDARD

NOTICE TO QUOTERS: THE FOLLOWING INFORMATION IS TO BE USED IN COMPLETING THE ATTACHED REPRESENTATIONS AND CERTIFICATIONS.

a. The North American Industry Classification System (NAICS) code for this acquisition is 541990.

b. The small business size standard for this acquisition is \$6 million.

THIS REQUIREMENT IS NOT SET-ASIDE FOR SMALL BUSINESS. However, the Federal Acquisition Regulation (FAR) requires in EVERY solicitation, (except for foreign acquisitions) the inclusion of the North American Industry Classification (NAICS) Code and corresponding size standard which best describes the nature of the requirement in the solicitation.

4. METHOD OF ACQUISITION

The Government intends to procure the necessary services in accordance with the simplified acquisition procedures stated in FAR Part 13.

5. TYPE OF AWARDS

It is anticipated that the award(s) from this solicitation will be firm fixed-priced type purchase orders.

The AIDS Information Outreach Project 2006 will include two award category types:

- Standard Award - maximum value of \$50,000.00.
- Express Award – maximum value of \$10,000.00.

6. NUMBER OF AWARDS

It is anticipated that multiple awards will be made from this solicitation:

Standard Award: 2-8 awards

Express Award: 5-30 awards

NOTE: Award of any purchase order is contingent on the availability of funds.

7. DATE OF AWARD

It is anticipated that awards will be made on or about September 29, 2006.

8. PERIOD OF PERFORMANCE

It is anticipated that any award(s) made from this solicitation will be for a period of performance of eighteen (18) months from the date of award.

9. COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

10. COMMUNICATIONS PRIOR TO AWARD

Vendors shall direct all communications to the attention of:

Robin Hope-Williams
Contracting Officer
Office of Acquisitions
National Library of Medicine
Room B1N17, Building 38A
8600 Rockville Pike
Bethesda, Maryland 20894
301-496-6546
Fax: 301-402-0642
rhwilli@mail.nih.gov

Communications with other officials may compromise the competitiveness of this acquisition and result in cancellation of the requirement.

11. PREPARATION COSTS

This RFQ does not commit the Government to pay for the preparation and submission of a quotation.

B. GENERAL INSTRUCTIONS TO OFFERORS

1. INSTRUCTIONS TO VENDORS

(a) *Definitions.* As used in this provision—

Discussions are negotiations that occur that may, at the Contracting Officer's discretion; result in the quoter being allowed to revise its quotation.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Quotation modification is a change made to a quotation before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Quotation revision is a change to a quotation made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Quoters shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of quotations.*
(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, quotations and modifications to quotations shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the quoter. Quoters using commercial carriers should ensure that the quotation is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the quotation must show--

(i) The solicitation number;

- (ii) The name, address, and telephone and facsimile numbers of the quoter (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the quoter's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the quotation. Quotations signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Late quotations and revisions. (i) Any quotation received at the office designated in the solicitation after the exact time specified for receipt of quotes will not be considered unless it is received before award is made and—
- (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of quotations (e.g., a quotation submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of quotations. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of quotations; or

- (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of quotations and was under the Government's control prior to the time set for receipt of quotations, and the Contracting Officer determines that accepting the late quotation would not unduly delay the procurement; or
 - (F) It is the only quotation received.
- (ii) Any modification or revision of a quotation or response to request for information, including any final quotation revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late quotation or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or
the quotation, response to a request for information, or modification or revision shall be processed as if mailed late. ``Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
 - (iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the quotation wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (v) The only acceptable evidence to establish the date of mailing of a late quotation, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the ``Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. ``Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal

Service. Therefore, quoters or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful quotation that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (vii) Quotations may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile quotations, quotations may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Quotations may be withdrawn in person by a quoter or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the quotation before award.
 - (viii) If an emergency or unanticipated event interrupts normal Government processes so that quotations cannot be received at the office designated for receipt of quotations by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.
- (4) Quotations submitted must be on an all-or-none basis, e.g., quotations that propose to provide any item or combination of items shall be determined to be nonresponsive.
 - (5) Quotations submitted in response to this solicitation shall be in English and in U.S. dollars.
 - (6) Quoters may submit modifications to their quotations at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Quoters may submit revised quotations only if requested or allowed by the Contracting Officer.

- (8) Quotations may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Quotation expiration date. Quotations in response to this solicitation will be valid for a period of 60 calendar days.
- (e) Restriction on disclosure and use of data. Quoters that include in their quotations data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend: This quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this quotation. If, however, a purchase order is awarded to this quoter as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting purchase order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this quotation.
- (f) Purchase Order Award.
 - (1) The Government intends to award purchase order(s) to the responsible quoter(s) whose quotation represents the best value after an evaluation is conducted in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all quotations if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in quotations received.
 - (4) The Government shall evaluate quotations and may award a purchase order without discussions with quoters (except clarifications as described in FAR 15.306(a)). Therefore, the quoter's initial quotation should contain the quoter's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity quoted, at the unit cost or prices quoted, unless the quoter specifies otherwise in the quotation.
- (6) Exchanges with quoters after receipt of a quotation do not constitute a rejection or counteroffer by the Government.
- (7) The Government may determine that a quotation is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A quotation may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (8) The Government reserves the right to make multiple awards if after considering the additional administrative costs it is in the Government's best interest to do so.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

2. POTENTIAL AWARD WITHOUT DISCUSSIONS

The Government reserves the right to award a purchase order without discussions if the Contracting Officer determines that the initial quote(s) is/are fair and reasonable, provide the Best Value and discussions are not necessary.

3. ORDERING TERMS AND CONDITIONS

- a. The quoter must specify the unit price quoted for each Item Number.
- b. Prices quoted for this RFQ are Open Market or General Services Administration (GSA) Federal Supply Schedule (FSS) prices. For items quoted from the FSS, the quoter must cite its FSS contract number. The quoter must also provide a copy of its FSS contractor's price list with its quote.
- c. The quoter must indicate the Quantity, Item, and Trade Discounts being quoted for each line item listed. If none, so state.
- d. The quoter must indicate a period of delivery, citing the number of days after receipt of a purchase order document in which delivery will be performed.
- e. The quoter must indicate the F.O.B. Point (cite 'O' for Origin and 'D' for Destination). [Reference Item No. ****(QEQ60008)****, Transportation & Shipping Terms, of the attached Addendum to Terms and Conditions of

Purchase Order.]

4. PURCHASE ORDER TERMS AND CONDITIONS

- a. The attached Purchase Order Terms and Conditions shall be made a part of any purchase order awarded as a result of this RFQ.
- b. The attached Addendum to Terms and Conditions of Purchase Order shall be made a part of any purchase order awarded as a result of this RFQ.

5. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS (SIMPLIFIED ACQUISITIONS)

IF YOU INTEND TO SUBMIT A PROPOSAL, YOU MUST HAVE SUBMITTED YOUR REPRESENTATION AND CERTIFICATIONS VIA THE ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA) AT: <http://orca.bpn.gov>.

6. PRIVACY ACT

The Privacy Act of 1974 (P.L. 93-579) requires that a Federal agency advise each individual whom it asks to supply information, the authority which authorizes the solicitation, whether disclosure is voluntary or mandatory, the principal purpose for which the information is intended to be used, the uses outside the agency which may be made of the information, and the effects on the individual, if any, of not providing all or any part of the requested information.

The NIH is requesting the information called for in this RFQ pursuant to the authority provided by Sec. 301(a)(7) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.

Providing the information requested is entirely voluntary. The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a purchase order.

Failure to provide any or all of the requested information may result in a less than adequate review.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of NIH acquisition programs. Authority for requesting this information is provided by Section 301 and Title IV of the PHS Act, as amended.

The information provided by you may be routinely disclosed for the following purposes:

- to the cognizant audit agency and the General Accounting Office for auditing.
- to the Department of Justice as required for litigation.
- to respond to congressional inquiries.
- to qualified experts, not within the definition of Department employees, for opinions as a part of the review process.

7. PUBLICATION AND PUBLICITY

The contractor shall acknowledge the support of the National Institutes of Health whenever publicizing the work under this contract in any media by including an acknowledgment substantially as follows:

“This project has been funded in whole or in part with Federal funds from the National Library of Medicine, National Institutes of Health, Department of Health and Human Services under Purchase Order No. _____.

8. ELECTRONIC AND INFORMATION TECHNOLOGY STANDARDS

Pursuant to Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended by P.L. 105-220 under Title IV (Rehabilitation Act Amendments of 1998) all Electronic and Information Technology (EIT) developed, procured, maintained and/or used under this contract shall be in compliance with the “Electronic and Information Technology Accessibility Standards” set forth by the Architectural and Transportation Barriers Compliance Board (also referred to as the “Access Board”) in 36 Chapter Part 1194. The complete text of Section 508 Final Standards can be assessed at <http://www.access-board.gov/>

The standards applicable to this requirement are identified in the **Background/Statement of Work** Section of this RFQ.

9. ANTI – LOBBYING

Pursuant to Section 503(a) of Public Law 105-78, contract funds shall not be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before Congress or any State legislature, except in presentation to the Congress or any other State legislature itself.

10. PRESS RELEASES

Pursuant to Section 506 of Public Law 109-149, the contractor shall clearly state, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money that (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar

amount of the total costs of the project or program that will be financed by non-governmental sources.

11. OMB CLEARANCE

In accordance with HHSAR 352.270-7, Paperwork Reduction Act, the Contractor shall not proceed with surveys or interviews until such time as Office of Management and Budget (OMB) Clearance for conducting interviews has been obtained by the Project Officer and the Contracting Officer has issued written approval to proceed.

12. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990 (PL. 101-391)

Pursuant to Public Law 101-391, no Federal funds may be used to sponsor or fund in whole or in part a meeting, convention, conference or training seminar that is conducted in, or that otherwise uses the rooms, facilities, or services of a place of public accommodation that do not meet the requirements of the fire prevention and control guidelines as described in the Public Law. This restriction applies to public accommodations both foreign and domestic. Public accommodations that meet the requirement can be accessed at: <http://www.usfa.fema.gov/hotel/index.htm>.

13. NEEDLE EXCHANGE

Pursuant to Public Law 109-149, contract funds shall not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

14. CONSTITUTION DAY

Each educational institution that receives Federal funds for a fiscal year shall hold an educational program on the United States Constitution on September 17th of such year for the students serviced by the educational institution in accordance with Public Law 108-447.

15. SELECTION OF VENDOR(S)

- a. The acceptability of the technical portion of each quotation will be evaluated by a technical review committee or a member of the Government's technical staff. Each quotation will be evaluated in strict conformity with the evaluation criteria in the RFQ utilizing point scores and written critiques. The quoter may be requested to submit clarifying information.
- b. The business portion of each quotation will be subjected to a cost/price analysis (as appropriate), management analysis, etc.
- c. If award will be made without conducting discussions, quoters may be given the opportunity to clarify certain aspects of their quotations (e.g.,

the relevance of a quoter's past performance information and adverse past performance information to which the quoter has not previously had an opportunity to respond) or to resolve minor or clerical errors.

- d. Best-Value Analysis. A final best-value analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, and other factors considered.
 - e. The NLM reserves the right to make a single award, multiple awards, or no award at all as a result of this RFQ. In addition, the RFQ may be amended or canceled as necessary to meet NLM's requirements.
16. SOLICITATION PROVISIONS INCORPORATED BY REFERENCE [FAR 52.252-1 (FEBRUARY 1998)].

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The quoter is cautioned that the listed provisions may include blocks that must be completed by the quoter and submitted with its quotation. In lieu of submitting the full text provisions, the quoter may identify the provision by paragraph identifier and provide the appropriate information with its quotation. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>.

FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1):

- a. Data Universal Numbering System (DUNS) Number, FAR Clause 52.204-6 (October 2003)
 - b. Central Contractor Registration, FAR Clause 52.204-7 (October 2003)
 - c. Submission of Offers in the English Language, FAR 52.214-34 (April 1991).
 - b. Submission of Offers in U.S. Currency, FAR 52.214-35 (April 1991).
17. NUMBER OF COPIES OF QUOTATION

Your quotation shall be organized as specified in Section B., GENERAL INSTRUCTIONS TO QUOTERS; Section C., INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION; and Section D., INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION; and **submitted no later than 2:00 p.m., local prevailing time on Friday, June 16, 2006.**

Please submit one (1) original and five (5) hard copies of your quotation to the following address below:

Robin Hope-Williams
Contracting Officer
Office of Acquisitions
National Library of Medicine
Room B1N20, Building 38A
8600 Rockville Pike
Bethesda, Maryland 20894

C. INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION

1. INTRODUCTION

Proposals will be accepted from individual community-based organizations, consortia of community-based organizations, faith-based organizations, public libraries, health sciences libraries, departments of public health, tribes, or multi-type consortia, which include CBOs, patient advocacy groups, or public libraries (e.g., CBO and hospital library).

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should include as much detail as you consider necessary to fully explain the proposed approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken. The technical proposal must include information on how the project is to be organized, staffed, and managed. In addition to the narrative, the MATRIX (Attachment F) must be completed with the goals, target audience, etc., for the project.

The technical proposal shall clearly describe what work will be performed as part of the overall project, how it will be performed, who will be doing the work, and how the work related to the overall goals of the proposed project. In addition, the proposal should address why this project is significant and should be funded.

Quotations shall not exceed a total of 50 single-spaced pages, including all enclosures and attachments. Pages should be of standard size (8 ½" x 11") and the font should be no small than 10 point. Excluded from the page limitation are cover letters and letters from collaborators and consultants.

PROJECT DESCRIPTIONS ARE EXPECTED TO BE BRIEF AND SHALL NOT EXCEED 10 PAGES.

A Checklist for Submission is included as Attachment No. 9. This checklist is intended to help you; it is not a requirement and does not need to be included in your proposal.

2. TECHNICAL DISCUSSIONS

The suggested outline for the technical discussion is as follows:

- a. Cover sheet: Include project title, date of submission, name, address, telephone number(s), fax number(s), e-mail and DUNS number (if available) of the submitting organization(s) along with specific contact personnel for

both administrative and technical aspects of the project (may be the same person). In addition, a one-paragraph summary of the project (approximately 250-400 words) should be included.

- b. Statement of work: Describe the project and include at least the following information:
- Objectives. State the goals, objectives, and the specific accomplishments to be achieved. Indicate the need for the project and its relationship to any similar projects currently underway, if any.
 - Background Information. Provide a narrative description of the project including what will be done, who (organizations or agencies) will be doing it, and why it is important.
 - Description of target group(s). Describe the populations you are focusing on for your project. Describe specifically who will be most likely to benefit from the project. If available include estimates of numbers of individuals in the target populations and the geographic area included.
 - Approach and Methodology. Clearly outline the general plan of work. Describe in detail the methodologies that will be use for the project and include any problems anticipated.
 - Evaluation. Describe plans for evaluating the success of the project. Recommend ways that NLM might evaluate this project and similar projects.
 - Matrix. Complete the Matrix (Attachment B) appropriately to reflect the goals, objectives, timelines, and benchmarks for the project.
 - Project schedule. Provide a realistic schedule for completion of the work and delivery of items specified in the statement of work.
 - Charts. Complete the charts in Attachment F addressing: (1) Types of activities planned, (2) Names and types of organizations involved in the project, and (3) Target populations.
- c. Personnel: Describe the experience and qualifications of personnel who will work on the project. Information is required that will show the qualifications of the personnel and their recent experience with similar projects. Resumes and/or CVs of key staff should be included. If personnel will be hired, job descriptions with specific qualifications should be included.

NOTE: Resumes shall include in its response to the statement of work a resume for each key person proposed for the project. Resumes of management, technical, and support staff necessary to provide the services and support requested shall also be included. Individual resumes shall be no more than two pages in length.

Resumes shall include the following:

- Name of person;
 - Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, major field(s) of study, and approximate number of total class hours);
 - Experience (including, in reverse chronological order, area(s) of work in which a person is qualified, company and title of position, approximate starting and ending dates (month/year), concise descriptions of experience for each position held, and
- d. Facilities. Include a description of the facilities and resources that the proposing organizations plan to use to support this project. Provide letters of commitment from all involved organizations. The letters of commitment should specify the roles of each participating organization and/or what they are providing for the proposed project. ***Funds are not provided for rental expenses.**

Notice: Provide clear and detailed justification for your approach. For example, do not propose developing a web page for your organization without including details about how this will improve information access for the target population and why another HIV/AIDS web page is necessary with all that are currently available.

3. INSTRUCTIONS FOR EXPRESS AWARDS

- a. The format provided must be used when submitting the proposal. Additional information may be provided, if necessary, but is not required
- b. The narrative description of the project should include a description of the work to be undertaken and how it will be done. It should briefly touch upon how the project will be organized, staffed and managed. The work to be conducted must relate to the goals and objectives stated for the project.
- c. If CVs are not provided, the descriptions of the personnel involved in the project must include statements about their prior experience, education and training.
- d. Attachment No. 6 – Cover Sheet for Express Awards must be included.

4. EVALUATION OF THE TECHNICAL PORTION OF QUOTATIONS

The technical portion of quotations will be evaluated in accordance with the factors, weights, and order of relative importance as described in E. EVALUATION FACTORS FOR AWARD below.

5. ADDITIONAL INSTRUCTIONS FOR PREPARING THE TECHNICAL PORTION OF THE QUOTATION

- a. Quotations which merely offer to conduct the work in accordance with the requirements of the Government's scope of work will be considered nonresponsive. The quoter must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- b. Evaluation of the technical portion of quotations will be conducted by a technical review committee in accordance with the evaluation criteria stated in E. EVALUATION FACTORS FOR AWARD below.

D. INSTRUCTIONS FOR PREPARING THE BUSINESS PORTION OF THE QUOTATION

1. BASIC COST/PRICE INFORMATION

Quoters shall submit a detailed budget providing a breakdown and justification for the costs included in each expenditure category. The categories listed are not exhaustive and should be modified for the specific items you are requesting.

Use the Cost Breakdown Form supplied (Attachment I) to submit your budget.

Funds may be requested for the following (these are examples only and are not meant to be all-inclusive):

- Purchase of equipment or materials for the project
-
- Salaries of additional staff to support the project or release current staff to carry out the project.
- Document delivery
- Communications access costs
- Travel necessary for the project
- Developing, producing, and distributing materials for the project
- Evaluating the project
- Costs to obtain or provide training in accessing information resources

2. INFORMATION OTHER THAN PRICING DATA

The information submitted shall consist of data to permit the Contracting Officer and authorized representatives (NLM staff) to determine price reasonableness or cost realism, e.g., information to support an analysis of material costs or information on prices and quantities at which the quoter has previously sold the same or similar items or carried out the same or similar work.

Any information submitted must support the price proposed. Include sufficient detail or cross reference to clearly establish the relationship of the information provided to the price proposed. Support any information provided by explanations or supporting rational as needed to permit the Contracting Officer and authorized representatives to evaluate the documentation.

The information may be submitted in the quoter's original format.

E. EVALUATION FACTORS FOR AWARD

1. GENERAL

In the selection of the contractor(s) for this acquisition, paramount consideration shall be given to the evaluation of the technical proposals rather than cost or price. The evaluation will be based on the demonstrated capabilities of the prospective vendor in relation to the needs of the project as set forth in the RFQ. The merits of each proposal will be evaluated carefully, based on responsiveness to the RFQ and the thoroughness and feasibility of the technical approach taken. Vendors must submit information sufficient to evaluate their proposals based on the detailed criteria listed below. NLM may award a purchase order only if the corresponding quotation has been recommended as technically acceptable by the technical review committee. NLM is not under any obligation to fund any proposal or make any specific number of awards. Funding for any/all technically acceptable proposals is not guaranteed.

PROPOSALS WILL BE SCORED AGAINST THESE CRITERIA, SO PLEASE BE CERTAIN THAT ALL CRITERIA HAVE BEEN ADDRESSED IN YOUR SUBMISSION.

2. EVALUATION OF TECHNICAL PORTION OF QUOTATION

The technical portion of quotations will be evaluated in accordance with the factors, weights, and order of relative importance as described below entitled "EVALUATION FACTORS FOR AWARD".

Quotations which merely offer to conduct the work in accordance with the requirements of the Government's scope of work will not be eligible for award. The quoter must submit an explanation of the proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

Evaluation of the technical portion of quotations will be conducted by a technical review committee or a member of the Government's technical staff in accordance with the weighted technical criteria stated in EVALUATION FACTORS FOR AWARD. This evaluation produces a numerical score (points) which is based upon the information contained in the quoter's quotation only.

a. QUALIFICATIONS OF THE QUOTER

You are requested to submit a summary of your General Experience, Organizational Experience Related to this RFQ, Performance History, and Pertinent Acquisitions.

- i. General Experience: defined as general background, experience and qualifications of the quoter. A discussion of the quoter's facilities which can be devoted to the project may be appropriate.
- ii. Organizational Experience Related to this RFQ: defined as the accomplishment of work, either past or on-going, which is comparable

or related to the effort required by this RFQ. This includes the quoter's overall experience, but not the experience and/or past performance of individuals who are included in the quotation as personnel involved with the Statement of Work in this RFQ.

- iii. Performance History: defined as meeting acquisition objectives within delivery and cost schedules on efforts, either past or on-going, which is comparable or related to the effort required by this RFQ.
- iv. Pertinent Acquisitions: defined as a listing of each related acquisition completed within the last three years or currently in process. The listing should include: (1) the acquisition number; (2) acquiring agency; (3) acquisition dollar value; (4) dates acquisition began and ended (or ends); (5) description of acquisition work; (6) explanation of relevance of work to this RFQ; and (7) actual delivery and cost performance versus delivery and cost agree to in the acquisition(s).

You are cautioned that omission or an inadequate or inaccurate response to this very important RFQ requirement could have a negative effect on the overall selection process. Previous work experience which is relevant to the ability of the quoter to perform will be considered in the source selection process.

3. PRICING

Prices to the Government shall be as low or lower than those charged to the quoter's most favored customer for comparable quantities under similar terms and conditions in addition to any trade or prompt payment discounts offered. Accordingly, discounts notwithstanding, the quoter must ensure that the items sold to the Government in the particular commodity category meet the requirement for "most favorable pricing" to the Government.

4. MANDATORY CRITERIA

Listed below are mandatory qualification criteria that establish conditions that must be met in order for the proposal to be considered:

- a. The project must specifically target AIDS-related health information needs of the affected community, their care givers, or the general public including, but not limited to, allied health professionals, social workers, or case managers. At least one of the organizations managing the project must be a community-based organization, library or department of public health.
- b. The project must be conducted within the United States.
- c. For proposals in the Standard Award category, project budgets shall not exceed \$50,000, including indirect costs. For the Express Award category, the project budgets shall not exceed \$10,000.

- d. Every proposal must include Submission Category and Contact Information (Attachment D or Attachment E) as the cover of the entire proposal. Attachment D and Attachment E indicates the category for which the proposal is being submitted.

5. TECHNICAL EVALUATION CRITERIA

In determining which offer represents the best value (i.e., labor hours, special features, administrative costs) to meet the Government's needs, the Government shall evaluate responses using the following evaluation criteria that are listed in descending order of priority:

The technical proposal will receive paramount consideration in the selection of the offerors for this acquisition. In the event that the technical evaluation reveals that two or more offerors are approximately equal in the technical ability, then cost may become a significant factor in determining award. In any event, the government reserves the right to make an award based on a best value determination, cost and other factors considered.

Offerors merely proposing to provide a service in accordance with the statement of work will not be eligible for award. The proposal must include a comprehensive plan for meeting the needs of the Government, addressing each of the requirements of the statement of work and explaining the proposed technical approach to be used. Failure to provide the information required to evaluate the proposal may result in the rejection of the proposal without further consideration.

6. TECHNICAL EVALUATION FACTORS

STANDARD AWARDS

<u>Criteria</u>	<u>Points</u>
A. Technical Approach	45
B. Organization(s) Involved, Facilities, Personnel and Resources	35
C. Target Communities	20
	<hr/> 100

Criterion A (45 points) Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The proposal should include sufficient detail to show an understanding of the project and describe how the project will be conducted, and what need(s) the project will help to meet. The rationale and need for the project must be clearly defined. Include also the approach to assess the value of the project. If the proposal is for an extension or expansion of a previously funded NLM project, the proposal should explain the need for the extension or expansion. It should address what has been learned from the earlier project and what changes, if any, will be made as a result of what has been learned. The impact of prior project(s) should also be discussed. Plans for continuing the project after the period of performance for this funding concludes should also be discussed.

Criterion B (35 points)

Organization(s) Involved, Facilities, Personnel, and Resources

A description of the organization(s) making the proposal, its (their) primary clientele, services currently provided, experience, facilities and supporting documentation. The experience of the organization and its personnel in developing or conducting similar projects to provide information or information services about HIV/AIDS to members of the community. Demonstrated evidence of facilities and resources adequate to support the proposed project and letters of commitment from all the organizations involved in the project. Include descriptions of the proposed personnel (include CVs or resumes) who will actually carry out the project with their experience and qualifications.

Criterion C (20 points)

Target Communities

Description of the target group(s) for this project and a description of their need for this project. The target groups should be clearly described along with any existing relationships between the proposer and the target populations. If available, include descriptions of any studies, needs assessments, evaluations, etc. that you or others have done to determine the need for this project. Provide an indication of the potential impact on the target group(s).

EXPRESS AWARDS

<u>Criteria</u>	<u>Points</u>
A. Technical Approach	60
B. Organization(s) Involved, Facilities, Personnel and Resources	25
C. Target Communities	<u>15</u>
	100

Criterion A (60 points)

Technical Approach

The logic and feasibility of the technical approach to providing HIV/AIDS-related information services to the community in a way meaningful to the target community. The goals and objectives should be clearly stated, logical and feasible. The brief narrative description of the work to be carried out should be aligned with the stated objectives. The narration should briefly address the need for the project and potential impact.

Criterion B (25 points)

Organization(s) Involved, Facilities, Personnel, and Resources

Complete listing of names and types of organizations involved should be included. Mention of their roles and responsibilities should be included in the general narrative. Descriptions of personnel who will be carrying out the work of the project should be included with indication of their qualifications, education, training and experience. CVs or resumes should be included, if available.

Criterion C (15 points)

Target Communities

Target audiences should be characterized by use of the chart included in the Express application. There should be a clear or obvious relationship between the organizations involved and the target audience. If there is not, some narrative justification should be included. In the description of the assessment to be used there should be some indication of the potential impact on the target audience.

F. ATTACHMENTS TO THE RFQ

1. Statement of Work
2. Purchase Order Terms and Conditions
3. Addendum to Terms and Conditions of Purchase Order
4. Representations, Certifications and Other Statements of Offerors or Quoters (Simplified Acquisitions)
5. Standard Award Proposal Cover Page **(Must be submitted with quotation).**
6. Express Award Proposal Cover Page **(Must be submitted with quotation).**
7. Matrices **(Must be submitted with quotation).**
8. Activity Charts **(Must be submitted with quotation).**
9. Checklist for Submission
10. Cost Breakdown Form **(Must be submitted with quotation).**
11. Application for NLM AIDS Information Express Award **(Must be submitted with quotation).**
12. Final Report Format. **The final report format should not be submitted as part of the proposal.**

FAR Clause 52.213-4, Terms and Conditions--Simplified Acquisitions
(Other Than Commercial Items) (February 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

- | | |
|---|---|
| <p>(1) The clauses listed below implement provisions of law or Executive order:</p> <p>(i) 52.222-3 Convict Labor (June 2003) (E.O. 11755).</p> <p>(ii) 52.222-21 Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).</p> <p>(iii) 52.222-26 Equal Opportunity (Apr 2002) (E.O. 11246).</p> <p>(iv) 52.225-13 Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> | <p>(v) 52.233-3 Protest After Award (Aug 1996) (31 U.S.C. 3553).</p> <p>(vi) 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)(Pub.L. 108-77, 108-78)</p> |
| <p>(2) Listed below are additional clauses that apply:</p> | |
| <p>(i) 52.232-1 Payments (Apr 1984).</p> <p>(ii) 52.232-8 Discounts for Prompt Payment (Feb 2002).</p> <p>(iii) 52.232-11 Extras (Apr 1984).</p> <p>(iv) 52.232-25 Prompt Payment (Oct 2003).</p> <p>(v) 52.233-1 Disputes (Jul 2002).</p> <p>(vi) 52.244-6 Subcontracts for Commercial Items (Feb 2006).</p> <p>(vii) 52.253-1 Computer Generated Forms (Jan 1991).</p> | |

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, when the applicable circumstances apply:

- | | |
|---|--|
| <p>(1) The clauses listed below implement provisions of law or Executive order:</p> <p>(i) 52.222-19 Child Labor-Cooperation with Authorities and Remedies (Jan 2006)(E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).</p> <p>(ii) 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).</p> <p>(iii) 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).</p> <p>(iv) 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, <i>United States</i> includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)</p> <p>(v) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).</p> <p>(vi) 52.222-41 Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)</p> <p>(vii) 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).</p> | <p>(viii) 52.225-1 Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d) Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
(A) Is set aside for small business concerns; or
(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.</p> <p>(ix) 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)</p> <p>(x) 52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999).(Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)</p> <p>(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)</p> |
| <p>(2) Listed below are additional clauses that may apply:</p> | |
| <p>(i) 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005) (Applies to contracts over \$25,000).</p> <p>(ii) 52.211-17 Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supply contracts).</p> <p>(iii) 52.247-29 F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).</p> <p>(iv) 52.247-34 F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).</p> | |

(c) FAR 52.252-2, **Clauses Incorporated by Reference** (FEB 1998). This contract incorporates one or more FAR or HHSAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of FAR clauses may be accessed electronically at this address: <http://www.arnet.gov/far>.

- (d) **Inspection/Acceptance.** The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights—
- (1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
 - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (f) **Termination for the Government's convenience.** The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) **Termination for cause.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (h) **Warranty.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(End of Clause)
- (i) The Contractor shall comply with the following additional Federal Acquisition Regulation (FAR) Clauses, incorporated by reference, when the applicable circumstances apply. Each reference includes abbreviated information on when the clause applies, and full prescription information is included in the FAR or HHSAR.:

52.207-5	Option to Purchase Equipment (Feb 95) (applicable in contracts involving lease with option to purchase.)	52.223-7	Notification of Radioactive Materials (Jan 97) (The contractor shall notify the Contracting Officer ____ days prior to delivery of or completion of work as specified within this clause.)
52.208-8	Required Sources for Helium and Helium Usage Data (Apr 02) (applicable in contracts involving a major helium requirement.)	52.223-10	Waste Reduction Program (Aug 00) (applicable for contractor operation of Government owned or leased facilities.)
52.208-9	Contractor Use of Mandatory Sources of Supply (Jul 04) (applicable when contractor will provide supplies for Government's use.)	52.223-11	Ozone-Depleting Substances (May 01) (The contractor shall label products with a WARNING indicating the specific substance contained in the product being furnished as specified within this clause.)
52.211-5	New Material (Aug 00)(Applicable to supply contracts)	52.223-12	Refrigeration Equipment and Air Conditioners (May 95)
52.211-16	Variation in Quantity (Apr 84) (The permissible variations for all items are "0" unless otherwise stated in the schedule.)	52.224-1	Privacy Act Notification (Apr 84)(applicable when the design, development or operation of a system of records on individuals is required)
52.213-2	Invoices (Apr 84) (For subscriptions and similar requirements where advance payment is authorized.)	52.224-2	Privacy Act (Apr 84) (applicable when the design, development or operation of a system of records on individuals is required)
52.213-3	Notice to Supplier (Apr 84) (Applicable to unpriced purchase orders.)	52.225-3	Buy-American Act--Free Trade Agreements--Israeli Trade Act (Jan 05) (Over \$25,000 and not set aside for small business, not foreign, not R&D. For other exemptions see FAR 25.401 & 25.406) Alternate I (Jan 04) (applicable if exceeds \$25,000 but is less than \$50,000) Alternate II (Jan 04) (applicable if \$50,000 or more but less than \$54,372.)
52.219-6	Notice of Total Small Business Set-Aside (Jun 03) (Applicable to total small business set-asides > \$2,500.)	52.227-14	Rights in Data--General (Jun 87)
52.222-42	Statement of Equivalent Hires (May 89) (applicable for orders > \$2,500 under the Service Contract Act.) The following class(es) of service personnel are expected to be employed under this order at the listed wage and fringe benefit rates:	52.227-17	Rights in Data--Special Works (Jun 87) (applicable when contract will compile data for the Government's internal use.)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 97), Alternate I (Jul 95) (Applicable to orders involving hazardous materials) (Offeror must include listing of materials before or at time of award.)	52.227-18	Rights in Data--Existing Works (Jun 87) (applicable when contracting exclusively for, without modification, existing audiovisual and similar work.
52.223-6	Drug-Free Workplace (May 01) (Applicable to orders with individuals)		

- 52.227-19 **Commercial Computer Software--Restricted Rights** (Jun 87) (applicable to orders for existing computer software, excluding GSA multiple award schedule contracts.)
- 52.232-23 **Assignment of Claims** (Jan 86)
- 52.237-2 **Protection of Government Buildings, Equipment, and Vegetation** (Apr 84) (Applicable to work performed at a Government site.)
- 52.237-3 **Continuity of Services** (Jan 91)
- 52.237-7 **Indemnification and Medical Liability Insurance** (Jan 97) (For nonpersonal/professional service contracts for medical/health care services)
- 52.239-1 **Privacy or Security Safeguards** (Aug 96) (applicable for contracts for information technology which require security of information including the design, development, or operation of a system of records using commercial information technology.)
- 52.242-10 **F.o.b. Origin--Government Bills of Lading or Prepaid Postage** (Apr 84) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or prepaid postage.)
- 52.242-11 **F.o.b. Origin--Government Bills of Lading or Indicia Mail** (Feb 93) (applicable when f.o.b. origin shipments are to be made using Government bill of lading or indicia mail, when indicia mail has been authorized.)
- 52.242-15 **Stop Work Order** (Aug 89) (applicable when contracting by negotiation.)
- 52.242-17 **Government Delay of Work** (Apr 84)
- 52.243-1 **Changes--Fixed Price** (Aug 87) (for supplies); **Alternate I** (Apr 84) (for services other than architect-engineer or other professional services); **Alternate II** (Apr 84) (for services with supplies); **Alternate III** (Apr 84) (for professional services); **Alternate IV** (Apr 84) (for transportation services); **Alternate V** (Apr 84) (for R&D)
- 52.243-6 **Change Order Accounting** (Apr 84) (applicable for supply and Research and Development contracts of significant technical complexity.)
- 52.245-1 **Property Records** (Apr 84) (applicable when Government retains administration of Government property furnished to the contractor.)
- 52.245-4 **Government Furnished Property (Short Form)** (Jun 03)
- 52.247-1 **Commercial Bill of Lading Notations** (Apr 84) (applicable when delivery terms will be f.o.b. origin)
- 52.247-32 **F.o.b. Origin Freight Prepaid** (Feb 2006) (when delivery term is specified as F.O.B. Origin, freight prepaid)
- 52.247-35 **F.o.b. Destination with Consignee's Premises** (Apr 84) (when delivery term is specified as F.O.B. Destination within consignee's premises)
- 52.247-65 **F.o.b. Origin Prepaid Freight - Small Package Shipments** (Jan 91) (when delivery term is specified as F.O.B. origin and the Contracting Officer specifically references this clause in the purchase order)
- 52.247-66 **Returnable Cylinders** (May 94) (applicable when order involves the purchase of gas in contractor furnished cylinders) (Cylinders will be loaned to the Government at no charge for ___ days. After that the Government will pay rental of \$_____/day/cylinder as specified in this clause.)
- 52.251-1 **Government Supply Sources** (Apr 84)
- (j) The Contractor shall comply with the following Department of Health and Human Services Acquisition Regulation/Public Health Service Acquisition Regulation (HHSAR/PHSAR) (48 CFR CHAPTER 3) Clauses, incorporated by reference, when the applicable circumstances apply:
- HHS 352.223-70 **Safety and Health** (Jan 01) (applicable to services involving hazardous materials or operations)
- HHS 352.224-70 **Confidentiality of Information** (Mar 05) (applicable when contracting officer specifies its use.)
- HHS 352.270-1 **Accessibility of Meetings, Conferences and Seminars to Persons with Disabilities** (Jan 01) (applicable when contractor will conduct meetings, conferences, or seminars open to the public or DHHS employees.)
- HHS 352.270-6 **Publication and Publicity** (Jul 91) (applicable to all contracts.)
- HHS 352.270-7 **Paperwork Reduction Act** (Jan 01) (applicable to all contracts.)
- HHS 352.270-8 **Protection of Human Subjects** (Mar 05) (applicable when human subjects will be used as research subjects)
- HHS 352.270-9 **Care of Live Vertebrate Animals** (Mar 05) (Applicable to services involving live vertebrate animals.)
- (k) The Offeror shall comply with the following Federal Acquisition Regulation (FAR) and Department of Health and Human Services Acquisition Regulation (HHSAR) provisions, incorporated by reference, when the applicable circumstances apply:
- 52.214-34 **Submission of Offers in the English Language** (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)
- 52.214-35 **Submission of Offers in U.S. Currency** (Apr 91) (applicable when contract will be subject to NAFTA or contracting officer specifies its use.)
- 52.223-4 **Recovered Material Certification** (Oct 97) (Certification established by order acceptance.)
- 52.237-1 **Site Visit** (Apr 84) (applicable for services to be performed on Government installations.)
- HHS 352.270-8 **Notice to Offerors of Requirements of 45 CFR Part 46, Protection of Human Subjects** (Jan 01)
- HHS 352.270-9 **Notice to Offerors of Requirement for Adequate Assurance of Protection Of Vertebrate Animal Subjects** (Sep 85)
- HHS 352.333-7001 **Choice of Law (Overseas)** (Mar 05)

Invoice and Payment Provisions

The following clause is applicable to all purchase orders: **Prompt Payment** (Oct 2003) FAR 52.232-25. Highlights of this clause and NIH implementation requirements follow:

I. Invoice Requirements

A. An invoice is the Contractor's bill or written request for payment under the contract for supplies delivered or services performed. A proper invoice is an "Original" which must include the items listed in subdivisions 1 through 9, below. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish, and 5 days for perishable agricultural commodities, edible fats or oils) with a statement of the reasons why it is not a proper invoice. (See exceptions under II., below.) Untimely notification will be taken into account in the computation of any interest penalty owed the Contractor.

1. Name and Address of the Contractor.
2. Invoice date.
3. Contract/Purchase Order number.
4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms.)
6. Name and complete mailing address where payment is to be sent.
7. Name (where practicable), title, phone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the purchase order (such as evidence of shipment).
9. Invoice identification number. (Optional but strongly encouraged.)

B. Shipping costs will be reimbursed only if authorized by the Contract/Purchase Order. If authorized, shipping costs must be itemized. Where shipping costs exceed \$100, the invoice must be supported by a bill of lading or a paid carrier's receipt.

C. Mail an original and one copy of the itemized invoice to:

National Institutes of Health
OFM, Commercial Accounts
Room 4B-432
2115 East Jefferson St. MSC 8500
Bethesda, MD 20892-8500

For inquiries regarding payment call:

APB Chief, Accounts Payable Section, OFM,
(301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition.

II. Invoice Payment

- A. Except as indicated in paragraph B., below, the due date for making invoice payments by the designated payment office shall be the later of the following two events:
1. The 30th day after the designated billing office has received a proper invoice.
 2. The 30th day after Government acceptance of supplies delivered or services performed.

- B. The due date for making invoice payments for meat and meat food products, perishable agricultural commodities, dairy products, and edible fats or oils, shall be in accordance with the Prompt Payment Act, as amended.

III. Interest Penalties

- A. An interest penalty shall be paid automatically, if payment is not made by the due date and the conditions listed below are met, if applicable.
1. A proper invoice was received by the designated billing office.
 2. A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, or contractor compliance with a term or condition.
 3. In the case of a final invoice for any balance of funds due the contractor for supplies delivered or services performed, the amount was not subject to further settlement actions between the Government and the Contractor.
- B. Determination of interest and penalties due will be made in accordance with the provisions of the Prompt Payment Act, as amended, the Contract Disputes Act, and regulations issued by the Office of Management and Budget.

YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, Information Technology acquired under this contract must be Year 2000 compliant as set forth in the following clause(s):

Services Involving the Use of Information Technology (applicable when acquiring services involving the use of computer items in the performance of the requirement.)

YEAR 2000 COMPLIANCE--SERVICE INVOLVING THE USE OF INFORMATION TECHNOLOGY

The Contractor agrees that each item of hardware, software, and firmware used under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

(End of Clause)

Noncommercial Supply Items Warranty (applicable when acquiring custom computer items (e.g., hardware, software and systems) and the requirement will not continue to exist after December 31, 1999.)

YEAR 2000 WARRANTY--NONCOMMERCIAL SUPPLY ITEMS

The contractor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the contractor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the contract requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this contract provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(end of clause)

Commercial Supply Products Warranty (applicable when acquiring Year 2000 Compliant Software, Hardware and Systems comprised of COMMERCIAL INFORMATION TECHNOLOGY PRODUCTS and the requirement will not continue to exist after December 31, 1999.)

YEAR 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS

The contractor warrants that each hardware, software and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

YEAR 2000 COMPLIANT ITEMS

(end of clause)

Energy Star Requirements *(Applicable for direct acquisitions of energy-using products or services (including design, construction, renovation or maintenance of a public building) involving the provision of energy-using products.)*

Executive Order 13123, "Greening the Government Through Efficient Energy Management" and FAR 23.203 require that when Federal Agencies acquire energy using products, they select, where life-cycle cost-effective, and available, ENERGY STAR® or other energy efficient products.

Unless the Contracting Officer determines otherwise, all energy-using products acquired under this contract must be either an ENERGY STAR® or other energy efficient product designated by the Department of Energy's Federal Energy Management Program (FEMP).

For more information about ENERGY STAR® see <http://www.energystar.gov/>

For more information about FEMP see <http://www.eere.energy.gov/>

PART IV - SECTION K

Representations, Certifications, and Other Statements of Offerors (Negotiated).

1. REPRESENTATIONS AND CERTIFICATIONS

- | | | |
|-----|---------------|--|
| 1. | FAR 52.203-2 | Certification of Independent Price Determination |
| 2. | FAR 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions |
| 3. | FAR 52.204-3 | Taxpayer Identification |
| 4. | FAR 52.204-5 | Women-Owned Business (Other Than Small Business) |
| 5. | FAR 52.209-5 | Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters |
| 6. | FAR 52.215-6 | Place of Performance |
| 7. | FAR 52.219-1 | Small Business Program Representations |
| 8. | FAR 52.219-19 | Small Business Concern Representation for the Small Business Competitiveness Demonstration Program |
| 9. | FAR 52.219-21 | Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program |
| 10. | FAR 52.219-22 | Small Disadvantaged Business Status |
| 11. | FAR 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products |
| 12. | FAR 52.222-22 | Previous Contracts and Compliance Reports |
| 13. | FAR 52.222-25 | Affirmative Action Compliance |
| 14. | FAR 52.222-38 | Compliance with Veterans' Employment Reporting Requirements |
| 15. | FAR 52.222-48 | Exemption From Application of Service Contract Act Provisions |
| 16. | FAR 52.223-4 | Recovered Material Certification |
| 17. | FAR 52.223-9 | Estimate of Percentage of Recovered Material Content for EPA-Designated Products, Alternate I |
| 18. | FAR 52.223-13 | Certification of Toxic Chemical Release Reporting |
| 19. | FAR 52.225-2 | Buy American Act Certificate |
| 20. | FAR 52.225-4 | Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate |
| 21. | FAR 52.225-6 | Trade Agreements Certificate |
| 22. | FAR 52.226-2 | Historically Black College or University and Minority Institution Representation |
| 23. | FAR 52.227-6 | Royalty Information |
| 24. | FAR 52.227-15 | Representation of Limited Rights Data and Restricted Computer Software |

To Be Completed by the Offeror: **(The Representations and Certifications must be executed by an individual authorized to bind the offeror.)** The offeror makes the following Representations and Certifications as part of its proposal **(check/complete all appropriate boxes or blanks on the following pages)**.

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

(DUNS Number)

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C 1001.

1. **52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APRIL 1985)**

[NOTE: This provision is applicable when a firm-fixed price or fixed-price with economic price adjustment contract is contemplated.]

(a) The offeror certifies that -

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

.....
.....

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

2. **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPTEMBER 2005)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
 - (1) No Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract.

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit with its offer, OMB Standard Form-LLL, "Disclosure of Lobbying Activities", to the Contracting Officer, and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

3. **52.204-3 TAXPAYER IDENTIFICATION (OCTOBER 1998)**

- (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
 - ☐ TIN: _____
 - ☐ TIN has been applied for.
 - ☐ TIN is not required because:
 - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - ☐ Offeror is an agency or instrumentality of a foreign government;
 - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (e) Type of organization.
 - ☐ Sole proprietorship;
 - ☐ Partnership;
 - ☐ Corporate entity (not tax-exempt);
 - ☐ Corporate entity (tax-exempt);
 - ☐ Government entity (Federal, State, or local);
 - ☐ Foreign government;
 - ☐ International organization per 26 CFR 1.6049-4;
 - ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

4. **52.204-5 WOMEN-OWNED BUSINESS (Other Than Small Business) (MAY 1999)**

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

The offeror represents that it ☐ is a women-owned business concern.

5. **52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED SUSPENSION, PROPOSED DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DECEMBER 2001)**

(NOTE: Applies to contracts expected to exceed \$100,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals --

(A) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(ii) The Offeror has ☐, has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals" for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

6. **52.215-6 PLACE OF PERFORMANCE (OCTOBER 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (**check applicable block**) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address
(City, State, County, Zip Code)

**Name and Address of Owner and Operator of the Plant
or Facility if Other than Offeror or Respondent**

7. **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

(Note: This provision applies to solicitations exceeding the micro-purchase threshold when the contract is to be performed in the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia.)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is [INSERT NAICS CODE].
- (2) The small business size standard is [INSERT SIZE STANDARD].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.**
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents, for general statistical purposes, that it [] is, [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) **(Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)** The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) **(Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)** The offeror represents , as a part of its offer, that--
 - (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) **Definitions.** As used in this provision--

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock or which is owned by one or more service-disabled veterans; and
 - (ii) The Management and daily business operation of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S. C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

(d) **Notice.**

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

8. **52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCTOBER 2000)**

(This representation must be completed if the acquisition is for one of the four designated industry groups of the Small Business Competitiveness Demonstration Program specified in FAR 19.1005(a)[includes Construction Contracts under NAICS codes that comprise Industry Subsectors 233, 234 and 235].)

(a) **Definition**

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

- (b) **(Complete only if offeror has represented itself under the provision at FAR 52.219-1 as a small business concern under the size standards of this solicitation.)**

The Offeror [] is, [] is not an emerging small business.

- (c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)**

Offeror's number of employees for the past twelve months (**check this column if size standard stated in solicitation is expressed in terms of number of employees**) or Offeror's average annual gross revenue for the last 3 fiscal years (**Check this column if size standard stated in solicitation is expressed in terms of annual receipts**). (**Check one of the following.**)

Number of Employees

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

9. **52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)**

(Complete only if the Offeror has represented itself under the provision 52.219-1 as a small business concern under the size standards of this solicitation.)

(NOTE: This representation must be completed if this solicitation covers one of the ten targeted industry categories under the Small Business Competitiveness Demonstration Program and if the offeror has certified itself under the clause at FAR 52.219-1 to be a small business concern under the size standards of this solicitation).

Offeror's number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

Average Annual Gross Revenues

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

The ten targeted industries are as follows:

Product Service Code**SIC Code****Description**

G004	8742	Counseling/Training/Social Rehabilitation Services
J099	7699	Maintenance, Repair and Rebuilding of Equipment (Office Machines, Text Processing Systems & Visible Record Equipment)
K099	7699	Modification of Equipment (misc.)
Q210	8099, 8742	General Health Care Services
R406	8742	Policy Review/Development Services
R497	7299	Personal Services
6505	2833, 2834 2835, 2836	Drugs and Biologics
7045	3572, 3695 5065	ADP Supplies
7110	5021	Office Furniture
7510	5112	Office Supplies

10. **52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCTOBER 1999)**

(Note: This applies to competitive solicitations over \$500,000.)

- (a) **General.** This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) **Representations.**
 - (1) **General.** The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
 - ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (A) No material change in disadvantaged ownership and control has occurred since its certification;
 - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
 - ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
 - (2) ☐ **For Joint Ventures.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*
- (c) **Penalties and Remedies.** Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
 - (1) Be punished by imposition of a fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (OCTOBER 1998)

(Note: Not applicable in accordance with CAAC Letter 2004-04, dated December 27, 2004, entitled, "Expired Program Authority for the Price Evaluation Adjustment for Small Disadvantaged Business Program.")

As prescribed in 19.308(b), add the following paragraph (b)(3) to the basic provision:

- (3) **Address.** The offeror represents that its address _____ is, _____ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed

application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

11. **52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)**

(Applies to all contracts for supplies over \$2,500. See FAR 22.1503 for more information)

a. *Definition.*

Forced or indentured child labor means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

- b. *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

- c. *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- ☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

12. **52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEBRUARY 1999)**

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

13. **52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1984)**

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

14. **52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DECEMBER 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

15. **52.222-48 EXEMPTION FROM APPLICATION OF SERVICE CONTRACT ACT PROVISIONS FOR CONTRACTS FOR MAINTENANCE, CALIBRATION, AND/OR REPAIR OF CERTAIN INFORMATION TECHNOLOGY, SCIENTIFIC AND MEDICAL AND/OR OFFICE AND BUSINESS EQUIPMENT--CONTRACTOR CERTIFICATION (AUGUST 1996)**

(NOTE: This clause is applicable to all solicitations and resultant contracts calling for maintenance, calibration, and/or repair of information technology, scientific and medical, and office and business equipment if the contracting officer determines that the resultant contract may be exempt from Service Contract Act coverage).

- (a) The following certification shall be checked:

CERTIFICATION

The offeror certifies [], does not certify [] that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain information technology, scientific and medical, and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

- (b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.
- (c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

16. **52.223-4 RECOVERED MATERIAL CERTIFICATION (OCTOBER 1997)**

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

17. **ALTERNATE I (AUGUST 2000) of FAR Clause 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUGUST 2000)**

(This certification is applicable in solicitations that are for, or specify the use, EPA designated products containing recovered materials.)

The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated products met the applicable contract specifications.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

18. **52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUGUST 2003)**

NOTE: This certification is applicable for all solicitations for competitive contracts expected to exceed \$100,000 and competitive 8(a) contracts. It is not applicable to acquisitions of commercial items, or to contracts where the contractor's facilities are located outside the United States and its outlying areas.

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094).
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), 5169, 5171, or 7389 (limited to

[] (v) The facility is not located in or its outlying areas.

19. **52.225-2 BUY AMERICAN ACT CERTIFICATE (JUNE 2003)**

[Note: This provision is applicable for all requirements EXCEPT for 1) foreign contracts or 2) when one of the following two provisions (52.225-4, Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate, or 52.225-6, Trade Agreements Certificate) apply.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies"

(b) Foreign End Products:

Line Item No.: _____
Country of Origin: _____
(List as necessary)

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

20. **52.225-4 BUY AMERICAN ACT-- FREE TRADE AGREEMENTS--ISRAELI TRADE ACT CERTIFICATE (JANUARY 2005)**

[Note: This provision is applicable for requirements for supplies or services involving the furnishing of supplies with a cost exceeding \$25,000 but less than \$175,000, EXCEPT, for small businesses or any other exemption cited at FAR 25.401.]

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "end product of Australia, Canada, Chile, Mexico, or Singapore," "foreign end product," and "United States" are defined in the clause of this solicitation entitled , "Buy American Act--Free Trade Agreements--Israeli Trade Act."

(b) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

END PRODUCTS OF AUSTRALIA, CANADA, CHILE, MEXICO, OR SINGAPORE OR ISRAELI END PRODUCTS

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled, "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

ALTERNATE I (JAN 2004) As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$25,000 or more but is less than \$50,000.]

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.: _____
(List as necessary)

ALTERNATE II (JAN 2004) As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

[Note: Applies when the acquisition value is \$50,000 or more, but is less than \$58,550.]

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products

Line Item No.: _____
Country of Origin: _____
(List as necessary)

21. **52.225-6 TRADE AGREEMENTS CERTIFICATE - (JANUARY 2005)**

[Note: This provision is applicable for acquisitions valued at \$175,000 or more, if the Trade Agreement Act applies. (See FAR 25.401 and 25.403).]

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made or designated country end products.

Other End Products

Line Item No.: _____

Country of Origin: _____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

22. **52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION - (MAY 2001)**

- (a) Definitions. As used in this provision--

Historically Black College or University means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority Institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a.)).

- (b) *Representation*. The offeror represents that it--

☐ is ☐ is not a Historically Black College or University;

☐ is ☐ is not a Minority Institution.

23. **52.227-6 ROYALTY INFORMATION - (APRIL 1984)**

- (a) **Cost or charges for royalties.** When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

- (b) **Copies of current licenses.** In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(NOTE: Alternate I, below, is applicable for communication services and facilities by a common carrier.)

ALTERNATE I (APRIL 1984), 52.227-6 ROYALTY INFORMATION (APRIL 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause:

When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

**24. 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(MAY 1999)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data-General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.
- (c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]-
 - [] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.
 - [] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data-General."

STANDARD AWARD COVER SHEET

TITLE OF PROJECT:

SUBMITTING ORGANIZATION:

DUNS NUMBER:

NAME/ADDRESS/PHONE/E-MAIL of CONTACT PERSONS:

PARTNER ORGANIZATION(S):

BRIEF SUMMARY OF PROJECT (250 – 400 words):

EXPRESS AWARD COVER SHEET

TITLE OF PROPOSAL:

SUBMITTING ORGANIZATION:

DUNS NUMBER:

NAME/ADDRESS/PHONE/E-MAIL of CONTACT PERSONS:

PARTNER ORGANIZATION(S):

BRIEF SUMMARY OF PROJECT (250 words):

ATTACHMENT No. 7 – STANDARD AWARD

SERVICES MATRIX:

Services	Methods	Timeframe	Measures	Evaluation Methods

TARGET COMMUNITIES MATRIX:

Target Community	Methods	Timeframe	Measures	Evaluation Methods

PARTNERS MATRIX:

Partners	Methods	Timeframe	Measures	Evaluation Methods

EXAMPLE SERVICES MATRIX:

Services	Methods	Timeframe	Measures	Evaluation Methods
Develop a collection of consumer-oriented materials related to HIV/AIDS and a bibliography describing key resources	Identify materials; Acquire materials; Create two bibliographies	First round - Oct. 1995; Second round - Feb. 1996	Collection funds expended; Adequacy of the collection; Comparison of collection vs. questions asked	Comparison of use log with collection
Develop electronic collection	CD-ROM; Home page; Install and setup machines; Documentation	May 1996	Resources identified; Access provided; Comparison of resources with use	Completion of tasks; Assess use of different electronic resources
Raise level of awareness of Info Ctr services with HIV/AIDS organizations and with individuals in the county	Create brochure; Identify target groups; Make contacts	March 1996; March 1996; April 1996	Development and use of mailing lists; Development and distribution of fact sheets and brochures; County-wide awareness levels; Referrals by organizations	Completion of tasks
Provide print and electronic information to HIV/AIDS affected populations	Info Ctr service	Ongoing	Availability of all services; Number of users; Type of info provided; Satisfaction; Use of in-house/electronic ILL; ILLs accomplished; ILL delivery time	Use log; User survey; GM user survey; ILL & GM counts
Train library staff, staff of related organizations and users in accessing electronic HIV/AIDS info	Public tutorials; Staff training; Tours	April 1996; Started in Jan. 1996; Started in Jan. 1996 Ongoing	Training program developed; Number of training sessions held; Number trained; Evaluation of training	Completion of tasks; Counts
Provide programs on HIV/AIDS related topics		Quarterly	Number of programs held; Attendance; Later use of services	Completion of tasks; Counts

Matrix Instructions

Use the matrices to provide an overview of your project in terms of the services you will provide, the population groups that you will reach, and the partner organizations. The matrices will provide NLM with summary information on how you plan to carry out and evaluate your project. Use as many rows as necessary to describe the project. You may be able to reduce the amount of narrative text through the effective use of the summary matrices.

Services matrix:

The first column should indicate the major services proposed (i.e. collection development, promotion, training, Grateful Med access, Internet access, or programming). An example service might be to train library staff, staff of related organizations and users in accessing electronic HIV/AIDS information. Under the methods columns, indicate the tasks that need to be performed in order to plan and execute the service (i.e. develop training module). In the timeframe column, indicate when tasks will be carried out.

The last two columns of the matrix should reflect your plans for evaluating the project. NLM is interested in two general types of evaluation related to services:

1. Did you complete the tasks as planned?
2. Were the services used?
3. What factors contributed to success or failure in carrying out the tasks?

In most cases, the method for evaluating whether or not a task was completed is simply to record whether it was completed or not. Questions 2 and 3 are likely to require such evaluation methods as tallies or counts of activities and the reflections of people involved in the project to address how well particular approaches worked. An elaborate evaluation plan is not required. Focus on the questions that you think are key to understanding your project.

Target community matrix:

The first column should focus on the particular groups to which services will be provided (i.e. affected individuals within our county, or staff and clients of county prevention programs and services, etc). Create separate rows of the target community matrix for groups that will be provided different services. In general, complete the columns of the target community matrix in the same way as the service matrix. The last two columns are evaluation-related and focus on awareness and use of the project's services by the target community. Where possible, the columns also address the effects of the services on users. Among the evaluation methods to consider are tallies or counts of services used and some sort of user survey in which you determine whether or not users were satisfied with the service they received and found the information useful.

Partners matrix:

The first column of the partners matrix should indicate the different groups with which you will work to carry out your project (i.e. particular community-based organizations, government units, or libraries). In the methods column, indicate activities that will be carried out both jointly (e.g. joint development of a training session) and separately (e.g. the library will distribute brochures). In addition to completing the specified tasks, an evaluation method that you might find useful for partnership activities is a phone call or visit to the partner at the end of the project to obtain their assessment of both the project and the partnership.

ATTACHMENT No. 8**STANDARD AWARD
[NAME OF ORGANIZATION]
[NAME OF PROJECT]****Information Access Categories**

Type of Activity	Check if Applicable	Comments
Information Retrieval (Internet access, purchase of computer hardware and software, etc.)		
Skills Development (Training of clients, staff, general public, etc.)		
Document Access (Interlibrary loan, purchase books, etc.)		
Resource Development (Development of fact sheets, brochures, databases, etc.)		

STANDARD AWARD
[NAME OF ORGANIZATION]
[NAME OF PROJECT]

Type of Organization(s) Involved in Project

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other – Specify			

STANDARD AWARD
[NAME OF ORGANIZATION]
[NAME OF PROJECT]

Target Populations (Check all that apply)

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
--All Types		
--Dentists		
--Nurses		
--Physicians		
--Health Services Researchers		
--Health Professions Students		
--Pharmacists		
--Public Health Workforce		
OTHER – Please specify		

Populations	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		

ATTACHMENT 9

**STANDARD AWARD
National Library of Medicine
AIDS Community Information Outreach Project**

Checklist for Submission

This checklist is intended to help you. It is not a requirement nor does it need to be included in the proposal.

- ☐ Cover sheet with:
 - ☐ Title of Project
 - ☐ Name of Proposing Organization
 - ☐ DUN Number
 - ☐ Contact Information (technical and administrative, if different)
 - ☐ One paragraph abstract/summary
 - ☐ Proposal Category (Standard or Express)
- ☐ Statement of Work
- ☐ Resumes/CVs of proposed personnel OR Position descriptions with job requirements for empty positions
- ☐ Letters of commitment from formal partners
- ☐ Letters of support from community or other relevant groups
- ☐ Matrices and other forms
- ☐ Documents that show evidence of relevant experience such as samples of training materials developed, web sites, promotional materials.

Components of Statement of Work

Goal(s) – Describe in detail the goals of the project and how the requested funds will help accomplish them. A goal is a broad statement describing the ultimate benefits that the project will work toward accomplishing by the end a successful project. Information outreach project goals often include improving access and use of health information.

Objective(s) – Describe the expected results and benefits for each measurable objective as it relates to the criterion of the RFQ and the goal of the project. There are different kinds of objectives, but they are generally steps required to achieve the stated goals.

Discussion – Address the accomplishments of each objective including the outcome(s), the target population, and what resources will be used. It is very important to fully discuss **HOW** you will accomplish each objective. Measurable objectives are the most important part of the entire proposal. For example, if training is a component of the project, make sure that a description of the content of the training is included in the proposal.

Target Audience – Describe the target audience(s) including your connection with these groups. Discuss the need for the project that is being proposed for this audience. If you cannot refer to a formal needs assessment, provide other types of supporting documentation including demographic information.

Personnel – Describe the people who will be carrying out the project. Who will be responsible and what are their qualifications? Relate their qualifications to the work that will be done. If personnel will be hired to do the work, include the job description and the requirements for the job.

Evaluation – Methodology for Measuring Success - Discuss how you will know whether your project is a success. Describe what the project will accomplish and *how* you will measure the progress made. Some relevant examples of evaluation tools include: conducting pre and post tests for training activities, assessing how frequently someone uses a new tool, and measuring change in the number of hits to a web site after a promotional activity.

Helpful Hints

Comments from previous review groups

- The statement of work should be clear, concise and reasonably comprehensive. You should assume that the reviewers do not know about you or your organization and you should tell them clearly what you propose to do and how you will do it. You should be able to state this in no more than ten pages.
- Letters of support or commitment should be individualized and not appear as form letters simply signed by the sender. Letters of commitment should state specifically what each partner will do – what their responsibilities are – what their contribution will be. Support from local community representatives and potential users is viewed favorably and letters from relevant organizations is helpful (e.g., health department, churches, clinics, service organizations)
- The reviewers do not look favorably on a proposal to develop “yet another AIDS-related web site.” If you propose a web site as a significant part of your project, you should include substantive discussion about why this is important. For example, is there something unique about what you are doing – providing access to a unique and useful local resource, developing a web site in another language or for a specific culture not otherwise available.
- CONTENT – CONTENT – CONTENT: Make sure that you include a discussion of content. If you are developing materials make sure to include discussion about the content and make sure that the people doing the work are qualified. For example, if you are developing a web site that, among other things, will include web links you should discuss how those links will be selected (selection criteria are useful).
- Do not include excessive information or excessive supporting documentation. Include only information and documentation directly relevant to this project and proposal.

ATTACHMENT No. 10

Cost Breakdown
AIDS Community Information Outreach 2006

Organization: _____

Date Submitted: _____

Period Covered: _____

EXPENDITURE CATEGORY	AMOUNT
PROFESSIONAL PERSONNEL	
SUPPORT PERSONNEL	
FRINGE BENEFITS	
EQUIPMENT	
SUPPLIES	
TRAVEL	
COMMUNICATIONS	
REPRODUCTION	
OTHER COSTS (SPECIFY)	
CONSULTANTS	
DOCUMENT DELIVERY	
TOTAL DIRECT COST	
[MODIFIED TOTAL DIRECT COST]	
OVERHEAD/IDC (____%)	
TOTAL	

NOTE: The above categories are examples only and are not meant to be all-inclusive.

ATTACHMENT No. 11

Application for NLM AIDS Community Information Outreach 2006

Express Award

1. Name of project
2. Name of organization requesting funding
3. Contact information for organization requesting funding (include street, city, state, zip code, county, Congressional district, telephone number, fax number, email address, website URL and DUNS number)
4. Name, telephone number, and email address of primary contact for project (if different contacts for administrative and program issues, please provide both)
5. Name, address, and website URL of any other organization(s) participating in project
6. Indicate types of organizations involved in project

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other - Specify			

7. Amount of funding requested (up to \$10,000) - Include budget breakdown and justification

8. Goals and objectives of project

9. Target audience for project (check all that apply)

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
--All Types		
--Dentists		
--Nurses		
--Physicians		
--Health Services Researchers		
--Health Professions Students		
--Pharmacists		
--Public Health Workforce		
OTHER – Please specify		

Populations	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		

10. Indicate which of the following activities will be conducted as part of the project

Type of Activity	Check if Applicable	Comments
Information Retrieval (Internet access, purchase of computer hardware and software, etc.)		
Skills Development (Training of clients, staff, general public, etc.)		
Document Access (Interlibrary loan, purchase books, etc.)		
Resource Development (Development of fact sheets, brochures, databases, etc.)		

11. Include a brief narrative description of the work that will be performed as part of this project – how the objectives of the project will be achieved (Attach pages, as necessary).

12. How will you promote your project to the target audience(s)?

13. How will you evaluate your project's effect or success? How will you know whether your project is successful?

14. List and describe personnel who will carry out the project. Either describe their qualifications in a narrative form including education, training, and experience or attach resumes or CVs. Indicate their role in the project.

ATTACHMENT NO. 12

AIDS Community Information Outreach Project
[NAME OF PROJECT]
[NAME OF ORGANIZATION]
[PURCHASE ORDER NUMBER]

1. Describe your organization
2. Goals and objectives of project
3. Key milestones and dates the objectives were accomplished
4. Did you accomplish your goals? If not, why not? Were there unanticipated accomplishments? What do you consider to be your most significant accomplishments?
5. Services developed or expanded (e.g. collection development, online searching, reference services, web access, training, publication, etc.)
6. Novel features of the services (if any)
7. Quantity and quality of services provided
8. How services were promoted
(Please send NLM copies of all promotional materials developed AND all publicity received such as video clips from TV news reports, articles in newspapers or newsletters, photographs, etc.)
9. Effectiveness of promotion
10. Target populations (indicate if different for each service)
11. Partnerships/collaborations (originally proposed and others)
12. What was accomplished from partnerships and collaborations
13. Problems and barriers encountered
14. Define "Impact" as it relates to HIV/AIDS Information Access
15. Describe examples of how you know there was an impact based on this project
16. Lessons learned
17. Future plans

Information Access Categories

Type of Activity	Check if Applicable	Comments
Information Retrieval (Internet access, purchase of computer hardware and software, etc.)		
Skills Development (Training of clients, staff, general public, etc.)		
Document Access (Interlibrary loan, purchase books, etc.)		
Resource Development (Development of fact sheets, brochures, databases, etc.)		

Type of Organization(s) Involved in Project

Type of Organization	Check the Lead	Check if Partner (Check all that apply)	Names of Organizations (Indicate Lead)
Community Organization			
Health Sciences Library			
Public Library			
Other Library			
Clinic/Other Healthcare Organization			
Health Department			
Hospital			
Faith-Based			
Academic			
Other - Specify			

Target Populations (Check all that apply)

Direct Beneficiaries	Check Primary Target	Check Secondary Target(s)
General Public		
Patients & Families		
Health Sciences Libraries		
Public/Other Libraries		
Health Professionals:		
--All Types		
--Dentists		
--Nurses		
--Physicians		
--Health Services Researchers		
--Health Professions Students		
--Pharmacists		
--Public Health Workforce		
OTHER – Please specify		

Populations Served	Check Primary Target	Check Secondary Target(s)
African American		
Asian American		
American Indian		
Alaska Native		
Hawaiian/Pacific Islander		
Hispanic American		
Youth/Teen		
Senior		
Rural		
Inner City		
People living with HIV/AIDS		
Gay/Lesbian/Bisexual/Transgendered		
OTHER – Please specify		